

**Exhibit**

**D**

This Deed was Prepared by:

Ian R. Winters, Esq.

**DEED OF ASSIGNMENT  
FOR THE BENEFIT OF CREDITORS**

THIS INDENTURE, made the 4<sup>th</sup> day of March 2010, between White Coat, Inc., f/k/a Dynamic Diamond, Corp., a New York Corporation having its principal place of business at 580 5<sup>th</sup> Ave., 5<sup>th</sup> Floor, New York, NY 10036 (the "Assignor Company") party of the first part, and Tracy L. Klestadt, Esq. of Klestadt & Winters, LLP, 292 Madison Avenue, 17th Floor, New York, NY 10017-6314 (the "Assignee"), party of the second part.

**WITNESSETH:**

WHEREAS the party of the first part has carried on and now is engaged in the business of diamond manufacturing and production of high-end and ideal cut loose diamonds and jewelry, and

WHEREAS the party of the first part is indebted to diverse persons in sundry sums of money, which it is unable to pay in full absent a sale of the business, and is desirous of providing for the payment of the same, so far as it is possible by a general assignment of all its property for that purpose:

NOW, THEREFORE, the party of the first part, in consideration of the premises and of the sum of one dollar paid by the party of the second part, upon the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred and set over, and by these presents grant, bargain, sell, assign, transfer and set over, unto the party of the second part, his successors and assigns, all and singular the lands,

goods, chattels, stock, promissory notes, claims, property and effects of every description belonging to the party of the first part, wherever the same may be, except such property as is exempt by law from levy and sale under an execution.

TO HAVE AND TO HOLD the same, and every part thereof, unto the said party of the second part, his successors and assigns.

IN TRUST, NEVERTHELESS, to take possession of the same and, subject to any rights of others, to sell or dispose the same with all reasonable dispatch, and to convert the same into money, and also to collect all such debts and demands hereby assigned as may be collectible, and out of all the proceeds of such sales and collections, to pay and discharge all the just and reasonable expenses, costs and disbursements in connection with the execution of this assignment and the discharge of the trust hereby created, together with the lawful commissions or allowances of the party of the second part for his services in executing said trust;

AND then, subject to the rights of other parties, to pay and discharge in full, if the residue of said proceeds is sufficient for that purpose, all the debts and liabilities now due or to grow due from the said party of the first part, with all interest moneys due or to grow due thereon; and if the residue of said proceeds shall not be sufficient to pay the said debts and liabilities and interest thereon in full, then to apply the said residue of said proceeds to the payment of said debts and liabilities ratably and in proportion.

AND if, after the payment of all the said debts and liabilities in full, there shall be any remainder or residue of said property or proceeds, to repay and return the same to the said party of the first part, its successors or assigns.

AND, in furtherance of the premises, the said party of the first part does hereby make, constitute and appoint the said party of the second part its true and lawful attorney,

...of the trust hereby created, and to ask, demand, recover and receive of and from all and every person or persons all property, debts and demands due, owing and belonging to the said party of the first part, and to give acquittances and discharges for the same; to sue, prosecute, defend and implead for the same; and to execute, acknowledge, and deliver all necessary deeds, instruments and conveyances: and for any of the purposes aforesaid to make, constitute and appoint or retain one or more attorneys under him and at his pleasure to revoke the said appointments, hereby ratifying and confirming whatever the said party of the second part or his substitutes shall lawfully do.

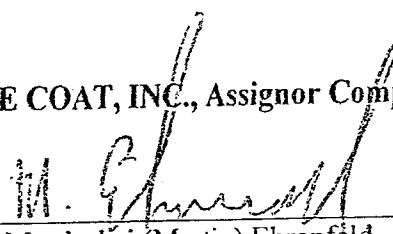
AND subject to the rights of others, the said party of the first part hereby authorizes the said party of the second part to sign the name of the said party of the first part to any check, draft, promissory note or other instrument in writing which is payable to the order of the said party of the first part, or to sign the name of the party of the first part to any instrument in writing, whenever it shall be necessary so to do, to carry into effect the object, design and purpose of this trust.

THE said party of the second part does hereby accept the trust created and reposed in him by this instrument, and covenants and agrees to and with the said party of the first part that he will faithfully and without delay execute the said trust, according to the best of his skill, knowledge and ability.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the  
day and year first above written.

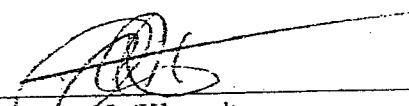
**WHITE COAT, INC., Assignor Company**

By: \_\_\_\_\_

  
Mordechai (Martin) Ehrenfeld,  
Chief Restructuring Officer

**TRACY L. KLESTADT, Assignee**

By: \_\_\_\_\_

  
Tracy L. Klestadt

STATE OF NEW YORK

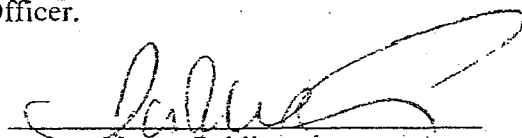
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: ss.

COUNTY OF NEW YORK

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On the 4th day of March, 2010, before me came Martin Ehrenfeld known, who, being by me duly sworn, did depose and say that he is the Chief Restructuring Officer, of the corporation described herein, and which executed the foregoing instrument; and acknowledged to me that he executed the same by order of the board of directors of said corporation in his capacity as Chief Restructuring Officer.

  
Notary Public

STATE OF NEW YORK

:

: ss.

COUNTY OF NEW YORK

:

IAN R. WINTERS  
NOTARY PUBLIC, State of New York  
No. 02W19078900  
Qualified in New York County  
Commission Expires 7/1/2010

On the 4th day of March, 2010, before me came TRACY L. KLESTADT to me known, and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

  
Notary Public

IAN R. WINTERS  
NOTARY PUBLIC, State of New York  
No. 02W19078900  
Qualified in New York County  
Commission Expires 7/1/2010